

RECORDATION NO. 23730-100 FILED

FEB 25 2004 7:35 AM

SURFACE TRANSPORTATION BOARD

OF COUNSEL
URBAN A. LESTER

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ELLSWORTH C. ALVORD (1964)

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February 25, 2004

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Supplement No. 30 to Security Agreement, dated as of February 25, 2004, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement which was previously filed with the Board under Recordation Number 23730.

The names and addresses of the parties to the enclosed document are:

Secured Party: Vegas Financial Corp.
740 South Decatur Boulevard
Las Vegas Nevada 89107

Debtor: ACF Industries LLC
620 North Second Street,
St. Charles, Missouri 63301

RECORDATION NO.

23730-100
FILEDSUPPLEMENT NO. 30 TO
SECURITY AGREEMENT
(Addition of Collateral)

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SURFACE TRANSPORTATION BOARD

This is Supplement No. 30 dated as of February 25, 2004 (the "Supplement") to the Security Agreement dated as of November 1, 2001 (as amended and supplemented, the "Security Agreement"), by and between ACF INDUSTRIES LLC, a Delaware limited liability company (the "Debtor"), as successor to ACF Industries, Incorporated, and VEGAS FINANCIAL CORP., as Lead Lender for the Lenders (the "Lead Lender").

WHEREAS, the Debtor and the Lead Lender, entered into the Security Agreement dated as of November 1, 2001 pursuant to which the Debtor assigned, mortgaged, pledged, hypothecated, transferred and set over to the Lead Lender and granted the Lead Lender a first priority lien on and security interest in all of the Debtor's right, title and interest in and to, among other things, certain railroad cars and related leases, to secure a certain loan made to the Debtor or its affiliate, pursuant to that certain Revolving Credit Agreement dated as of November 1, 2001 (as amended and supplemented, the "Loan Agreement"), among the Borrowers (as defined therein), including the Debtor, the Lenders (as defined therein) and the Lead Lender;

WHEREAS, the Security Agreement was recorded on November 1, 2001 with the Surface Transportation Board, Recordation No. 23730, and deposited with the Registrar General of Canada, Recordation No. 13711; and

WHEREAS, this Supplement is executed and delivered pursuant to the Security Agreement in order to more particularly identify certain of the Collateral which the Debtor has assigned and granted, or does hereby assign and grant, a security interest in and to the Lead Lender, and to confirm the assignment under, and security interest created by, the Security Agreement with respect to such Collateral.

NOW, THEREFORE, for good and valuable consideration the parties hereto hereby agree as follows:

1. Grant of Security Interest. The Debtor hereby assigns, mortgages, pledges, hypothecates, transfers, sets over and grants to the Lead Lender a first priority lien on and security interest in, in each case pursuant to the Security Agreement and as collateral security for payment and performance of the Obligations (as such term is defined in the Security Agreement), all and singular of the Debtor's rights, title and interest in and to the following Collateral described in paragraphs (a), (b) and (c) hereof:

(a) All of the railroad rolling stock and standard gauge rolling stock listed on Supplemental Schedule No. 30 ("Supplemental Schedule") hereto together with all parts, attachments, accessions, accessories, equipment, appurtenances and additions that are at any time appertaining, attached, affixed or related thereto whether now owned or hereafter acquired, and all substitutions, renewals or replacements thereof and additions, improvements, accessions and accumulations thereto, wherever located, together with all

records, rents, mileage credits earned, issues, income, profits, avails and other proceeds (including insurance proceeds) therefrom (the "Equipment").

(b) All right, title, interest, claims and demands of the Debtor in, to and under each and every lease, including without limitation the leases listed on Supplemental Schedule hereto, (whether or not such lease is in writing or is for a term certain, including, without limitation, per diem leases) now or hereafter entered into relating to the Equipment but to and only to the extent relating to the Equipment (each such portion of such lease being an "Equipment Lease"), including any extensions of the term of every Equipment Lease, all of Debtor's rights under any Equipment Lease to make determinations, to exercise any election (including, but not limited to, election of remedies) or option or to give or receive any notice, consent, waiver or approval together with full power and authority with respect to any Equipment Lease to demand, receive, enforce, collect or give receipt for any of the foregoing rights or any property which is the subject of any of the Equipment Leases, to enforce or execute any checks, or other instruments or orders, to file any claims and to take any action which (in the opinion of the Lead Lender) may be necessary or advisable in connection with any of the foregoing insofar, but only insofar, as such rights relate to the Equipment which is subject to such Equipment Leases, all records related to the Equipment Leases and all payments due and to become due under any Equipment Lease, whether as contractual obligations, damages, casualty payments, insurance proceeds or otherwise to the extent such payments are derived from the Equipment.

(c) All products and proceeds of any of the foregoing in whatever form, including (without limitation) insurance proceeds and any claims against third parties for loss or damage to or destruction of any or all of the foregoing and cash, negotiable instruments and other instruments for the payment of money, chattel paper, security agreements or other documents.

2. Interpretation. Except as otherwise defined in this Supplement, terms defined in the Security Agreement or by reference therein or in the Loan Agreement or by reference therein are used herein as defined therein. Schedule A to the Security Agreement shall be amended and supplemented by Supplemental Schedule hereto to include the Equipment and the Equipment Leases more fully described on Supplemental Schedule hereto and Supplemental Schedule hereto shall be deemed to be an addition to and part of Schedule A to the Security Agreement. Each reference to "Schedule A" in the Security Agreement, and each reference to "Schedule A to the Security Agreement" in any other Loan Documents, shall be deemed to be a reference to Schedule A as amended and supplemented by Supplemental Schedule hereto, and each reference to "Equipment" or "Equipment Lease" in any other Loan Documents shall be deemed to include a reference to the Equipment and the Equipment Leases described on Supplemental Schedule hereto. Each reference to the "Security Agreement" in the Security Agreement and each of the other Loan Documents, shall be deemed to be a reference to the Security Agreement as amended and supplemented by this Supplement.

3. Ratification. The Security Agreement is and shall remain in full force and effect and is hereby ratified, approved and confirmed in all respects, and no amendment or supplement in

respect of any term or condition of the Security Agreement shall be deemed to be an amendment or supplement in respect of any other term or condition contained in the Security Agreement or any other Loan Documents.

4. Counterparts. This Supplement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Supplement by signing any such counterpart.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Supplement in one or more counterparts as of the day and year first above written.

ACF INDUSTRIES LLC,
as Debtor

By: 

Name: Robert J. Mitchell

Title: Senior Vice President-Finance

VEGAS FINANCIAL CORP., as Lead Lender

By: 

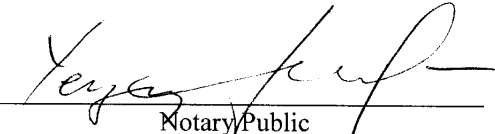
Name: Ronald P. Lurie

Title: Vice President-Administration

[Signature Page to Supplement No. 30 to Security Agreement]

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 20th day of February, 2004, before me, personally appeared Robert J. Mitchell, to me known, who being by me duly sworn, says that he resides in Nassau County, New York and is Senior Vice President of Finance of ACF Industries LLC; that said instrument was signed on behalf of said company on the date hereof by authority of the Executive Committee of ACF Industries LLC; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

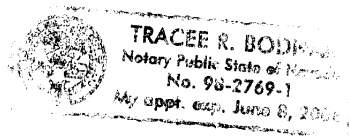


Notary Public
YEVGENY FUNDLER
Notary Public State of New York
No. 02FU6046929
Qualified In New York County
Commission Expires August 21, 2008

STATE OF NEVADA)
) ss.:
CLARK COUNTY)

On this 19th day of February, 2004, before me, personally appeared Ronald P. Lurie, to me known, who being by me duly sworn, says that he resides in Clark County, Nevada and is Vice President of Administration of VEGAS FINANCIAL CORP., that said instrument was signed on behalf of said company on the date hereof by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

Tracee R. Bodine
Notary Public



SUPPLEMENTAL SCHEDULE No. 30

Lessee	Contract	Rptg Mark	Car Number
ABENGOA BIOENERGY CORP	80550002	SHPX	206737
AG PROCESSING, INC	56650040	SHPX	206927
AG PROCESSING, INC	56650040	SHPX	206928
AG PROCESSING, INC	56650040	SHPX	206929
AG PROCESSING, INC	56650040	SHPX	206930
AG PROCESSING, INC	56650040	SHPX	206931
AG PROCESSING, INC	56650040	SHPX	206932
AG PROCESSING, INC	56650040	SHPX	206933
AG PROCESSING, INC	56650040	SHPX	206934
AG PROCESSING, INC	56650040	SHPX	206935
AG PROCESSING, INC	56650040	SHPX	206936
AG PROCESSING, INC	56650040	SHPX	206937
AG PROCESSING, INC	56650040	SHPX	206938
AG PROCESSING, INC	56650040	SHPX	206939
AG PROCESSING, INC	56650040	SHPX	206940
AG PROCESSING, INC	56650040	SHPX	206941
AG PROCESSING, INC	56650040	SHPX	206942
AG PROCESSING, INC	56650040	SHPX	206943
AG PROCESSING, INC	56650040	SHPX	206944
AG PROCESSING, INC	56650040	SHPX	206945
AG PROCESSING, INC	56650040	SHPX	206946
AG PROCESSING, INC	56650040	SHPX	206947
AG PROCESSING, INC	56650040	SHPX	206948
AG PROCESSING, INC	56650040	SHPX	206949
AG PROCESSING, INC	56650040	SHPX	206950
AG PROCESSING, INC	56650040	SHPX	206951
AG PROCESSING, INC	56650040	SHPX	206952
AG PROCESSING, INC	56650040	SHPX	206953
AG PROCESSING, INC	56650040	SHPX	206954
DOW CHEMICAL COMPANY	15220100	SHPX	464407
DOW CHEMICAL COMPANY	15220100	SHPX	464408
DOW CHEMICAL COMPANY	15220100	SHPX	464409
DOW CHEMICAL COMPANY	15220100	SHPX	464410
DOW CHEMICAL COMPANY	15220100	SHPX	464411
DOW CHEMICAL COMPANY	15220100	SHPX	464412
DOW CHEMICAL COMPANY	15220100	SHPX	464413
DOW CHEMICAL COMPANY	15220100	SHPX	464414
DOW CHEMICAL COMPANY	15220100	SHPX	464415
DOW CHEMICAL COMPANY	15220100	SHPX	464416
DOW CHEMICAL COMPANY	15220100	SHPX	464417
DOW CHEMICAL COMPANY	15220100	SHPX	464418
DOW CHEMICAL COMPANY	15220100	SHPX	464419
DOW CHEMICAL COMPANY	15220100	SHPX	464420
DOW CHEMICAL COMPANY	15220100	SHPX	464421
DOW CHEMICAL COMPANY	15220100	SHPX	464422
DOW CHEMICAL COMPANY	15220100	SHPX	464423
DOW CHEMICAL COMPANY	15220100	SHPX	464424
DOW CHEMICAL COMPANY	15220100	SHPX	464425
DOW CHEMICAL COMPANY	15220100	SHPX	464426
DOW CHEMICAL COMPANY	15220100	SHPX	464427

Lessee	Contract	Rptg Mark	Car Number
DOW CHEMICAL COMPANY	15220100	SHPX	464428
DOW CHEMICAL COMPANY	15220100	SHPX	464429
DOW CHEMICAL COMPANY	15220100	SHPX	464430
DOW CHEMICAL COMPANY	15220100	SHPX	464431
DOW CHEMICAL COMPANY	15220100	SHPX	464432
DOW CHEMICAL COMPANY	15220100	SHPX	464433
DOW CHEMICAL COMPANY	15220100	SHPX	464434
DOW CHEMICAL COMPANY	15220100	SHPX	464435
DOW CHEMICAL COMPANY	15220100	SHPX	464436
DOW CHEMICAL COMPANY	15220100	SHPX	464437
DOW CHEMICAL COMPANY	15220100	SHPX	464438
DOW CHEMICAL COMPANY	15220100	SHPX	464439
DOW CHEMICAL COMPANY	15220100	SHPX	464440
DOW CHEMICAL COMPANY	15220100	SHPX	464441
DOW CHEMICAL COMPANY	15220100	SHPX	464442
DOW CHEMICAL COMPANY	15220100	SHPX	464443
DOW CHEMICAL COMPANY	15220100	SHPX	464444
DOW CHEMICAL COMPANY	15220100	SHPX	464445
DOW CHEMICAL COMPANY	15220100	SHPX	464446
DOW CHEMICAL COMPANY	15220100	SHPX	464447
DOW CHEMICAL COMPANY	15220100	SHPX	464448
DOW CHEMICAL COMPANY	15220100	SHPX	464449
DOW CHEMICAL COMPANY	15220100	SHPX	464450
DOW CHEMICAL COMPANY	15220100	SHPX	464451
DOW CHEMICAL COMPANY	15220100	SHPX	464452
DOW CHEMICAL COMPANY	15220100	SHPX	464453
DOW CHEMICAL COMPANY	15220100	SHPX	464454
DOW CHEMICAL COMPANY	15220100	SHPX	464455
DOW CHEMICAL COMPANY	15220100	SHPX	464456
DOW CHEMICAL COMPANY	15220100	SHPX	464457
DOW CHEMICAL COMPANY	15220100	SHPX	464458
DOW CHEMICAL COMPANY	15220100	SHPX	464459
DOW CHEMICAL COMPANY	15220100	SHPX	464460
DOW CHEMICAL COMPANY	15220100	SHPX	464461
DOW CHEMICAL COMPANY	15220100	SHPX	464462
DOW CHEMICAL COMPANY	15220100	SHPX	464463
DOW CHEMICAL COMPANY	15220100	SHPX	464464
DOW CHEMICAL COMPANY	15220100	SHPX	464465
DOW CHEMICAL COMPANY	15220100	SHPX	464466
DOW CHEMICAL COMPANY	15220100	SHPX	464467
DOW CHEMICAL COMPANY	15220100	SHPX	464468
DOW CHEMICAL COMPANY	15220100	SHPX	464469
DOW CHEMICAL COMPANY	15220100	SHPX	464470
DOW CHEMICAL COMPANY	15220100	SHPX	464471
DOW CHEMICAL COMPANY	15220100	SHPX	464472
DOW CHEMICAL COMPANY	15220100	SHPX	464473
DOW CHEMICAL COMPANY	15220100	SHPX	464474
DOW CHEMICAL COMPANY	15220100	SHPX	464475
DOW CHEMICAL COMPANY	15220100	SHPX	464476
DOW CHEMICAL COMPANY	15220100	SHPX	464477

Lessee	Contract	Rptg Mark	Car Number
DOW CHEMICAL COMPANY	15220100	SHPX	464478
DOW CHEMICAL COMPANY	15220100	SHPX	464479
DOW CHEMICAL COMPANY	15220100	SHPX	464480
DOW CHEMICAL COMPANY	15220100	SHPX	464481
DOW CHEMICAL COMPANY	15220100	SHPX	464482
DOW CHEMICAL COMPANY	15220100	SHPX	464483
DOW CHEMICAL COMPANY	15220100	SHPX	464484
DOW CHEMICAL COMPANY	15220100	SHPX	464485
DOW CHEMICAL COMPANY	15220100	SHPX	464486
DOW CHEMICAL COMPANY	15220100	SHPX	464487
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DOW CHEMICAL COMPANY	15220100	SHPX	464490
DOW CHEMICAL COMPANY	15220100	SHPX	464491
DOW CHEMICAL COMPANY	15220100	SHPX	464492
DOW CHEMICAL COMPANY	15220100	SHPX	464493
DOW CHEMICAL COMPANY	15220100	SHPX	464494
DOW CHEMICAL COMPANY	15220100	SHPX	464495
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DOW CHEMICAL COMPANY	15220100	SHPX	464498
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DOW CHEMICAL COMPANY	15220100	SHPX	464503
DOW CHEMICAL COMPANY	15220100	SHPX	464504
DOW CHEMICAL COMPANY	15220100	SHPX	464505
DOW CHEMICAL COMPANY	15220100	SHPX	464506
LUZENAC AMERICA	8056	SHPX	450157
OMYA INC	73390007	SHPX	206212
OMYA INC	73390007	SHPX	206213
OMYA INC	73390007	SHPX	206214
OMYA INC	73390007	SHPX	206215
OMYA INC	73390007	SHPX	206216
OMYA INC	73390007	SHPX	206217
OMYA INC	73390007	SHPX	206218
OMYA INC	73390007	SHPX	206219
OMYA INC	73390007	SHPX	206220
OMYA INC	73390007	SHPX	206221
OMYA INC	73390007	SHPX	206222
OMYA INC	73390007	SHPX	206223
OMYA INC	73390007	SHPX	206224
OMYA INC	73390007	SHPX	206225
OMYA INC	73390007	SHPX	206226
OMYA INC	73390007	SHPX	206227
OMYA INC	73390007	SHPX	206228
OMYA INC	73390007	SHPX	206229
OMYA INC	73390007	SHPX	206230
OMYA INC	73390007	SHPX	206231

Lessee	Contract	Rptg Mark	Car Number
OMYA INC	73390007	SHPX	206232
OMYA INC	73390007	SHPX	206233
		152	Cars